

BK 311
P 791

RETURN ADDRESS

Clark County - Development Services

DOCUMENT TITLE (S)

Dedication of Plat

REFERENCE NUMBER (S) OF RELATED DOCUMENT (S)

PLD2006-00078/ FLD2015-00010

GRANTOR (S)

Fountain Village LLC

Riverview Community Bank

GRANTEE (S)

Fountain Village Estates Subdivision

LEGAL DESCRIPTION (abbreviated form i.e. lot, block, plat or section, township, range, quarter/quarter)

Tax Lot 18 Section 34, Township 3 North Range 2 East Willamette Meridian

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

200076-000

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

DESCRIPTION

See Attached Exhibit "A"

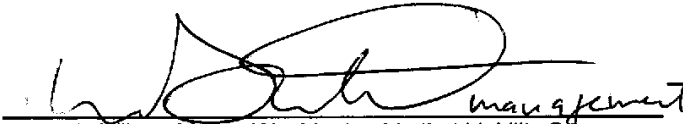
DEDICATION

We the undersigned owners of the above described real estate, do hereby lay out and plat the same into lots and streets, as shown upon the accompanying map; to be known as:

Fountain Village Estates Subdivision

And we hereby dedicate said streets to the public use forever, but the ownership, use and enjoyment of all lots are subject to the easements and restrictions as shown thereon.

Dated 06-30-15


Fountain Village LLC, a Washington Limited Liability Company


Riverview Community Bank

Abbreviated Legal Description: #18, Sec 34 T3N R2E WM

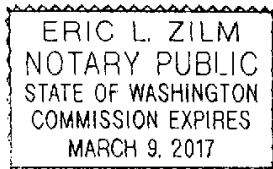
Tax Account No.: 200076-000


STATE OF WASHINGTON
COUNTY OF Clark

} ss

I certify that I know or have satisfactory evidence that William A. Maitland
[is/are] the person[s] who appeared before me, and said person[s] acknowledged that [~~he~~/she/they]
signed this instrument, on oath stated that [~~he~~/she/they] authorized to execute the instrument and
acknowledged it as the Managing Member of Fountain Village LLC
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 6/30/15



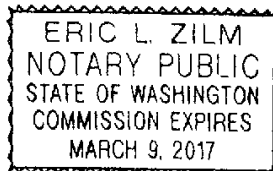

Notary Public in and for the State of Washington
Residing at Clark County
My appointment expires: 3/9/17


STATE OF WASHINGTON
COUNTY OF Clark

} ss

I certify that I know or have satisfactory evidence that Cody W. Ritter
[is/are] the person[s] who appeared before me, and said person[s] acknowledged that [~~he~~/she/they]
signed this instrument, on oath stated that [~~he~~/she/they] authorized to execute the instrument and
acknowledged it as the Vice President of Riverview Bank
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 6/30/15




Notary Public in and for the State of Washington
Residing at Clark County
My appointment expires: 3/9/17

LEGAL DESCRIPTION FOR FOUNTAIN VILLAGE ESTATES
Perimeter Description

July 17, 2015

A parcel of property located in the Southeast quarter of the Southwest quarter of Section 34, Township 3 North, Range 2 East of the Willamette Meridian in Clark County, Washington, described as follows:

COMMENCING at the Northeast corner of the Southeast quarter of the Southwest quarter of said Section 34;

THENCE North 89° 42' 58" West along the North line of said Southeast quarter 988.54 feet to the TRUE POINT OF BEGINNING;

THENCE South 01° 30' 31" West 27.56 feet;

THENCE North 88° 29' 29" West 10.00 feet;

THENCE South 01° 30' 31" West 259.24 feet;

THENCE South 44° 09' 33" East 22.92 feet;

THENCE South 89° 53' 34" East 290.19 feet to a 525.00 foot radius curve to the right;

THENCE around said 525.00 foot radius curve to the right 152.27 feet;

THENCE South 74° 05' 59" East 138.91 feet;

THENCE South 73° 16' 29" East 235.35 feet;

THENCE North 57° 50' 05" East 23.82 feet;

THENCE North 10° 49' 25" East 19.21 feet to a 277.00 foot radius curve to the left;

THENCE around said 277.00 foot radius curve to the left 50.95 feet;



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

THENCE North 00° 17' 05" East 345.13 feet to the North line of said Southeast quarter;

THENCE South 89° 42' 58" East along the North line of said Southeast quarter 160.42 feet to the Northeast corner of said Southeast quarter;

THENCE South 01° 41' 21" West along the East line of said Southeast quarter 658.17 feet to the Northeast corner of the South half of said Southeast quarter;

THENCE North 89° 50' 21" West along the North line of said South half 1276.77 feet to the East right of way line of State Route 502, said East line being 55.00 feet East of, when measured at right angles to, the centerline of SR 502;

THENCE North 01° 42' 04" East along said East line 241.52 feet to an angle point in said East line;

THENCE South 88° 17' 56" East along said East line 5.00 feet;

THENCE North 01° 42' 04" East along said East line 142.11 feet;

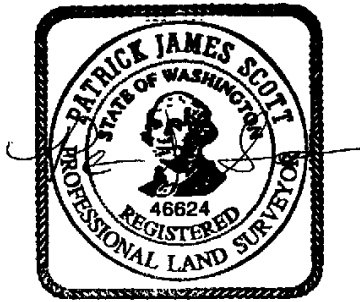
THENCE South 44° 05' 45" East 39.69 feet;

THENCE South 89° 53' 34" East 156.57 feet;

THENCE North 45° 48' 16" East 55.87 feet;

THENCE North 01° 30' 31" East 266.12 feet to the North line of said Southeast quarter;

THENCE South 89° 42' 58" East along said North line 60.01 feet to the TRUE POINT OF BEGINNING.



7-17-2015

Declaration of Fountain Village Estate

Declarant: Fountain Village LLC
Beneficiary: The Owners of Lots within Fountain Village Estate
Assessor's Tax Parcels:

This Declaration of Fountain Village Estate is dated as of _____, 2015,
by Fountain Village LLC, a Washington LLC (referred to herein as the "Declarant").

I. RECITALS

1.1 **Property.** Declarant is the owner of the parcels of real property described in Exhibit "A" annexed hereto and incorporated herein by this reference.

1.2 **Development Plan.** Declarant desires to establish a general plan for the development of the Property for the mutual benefit of present and future owners. The plan, in general, provides for the development of the Property into 50 separate single family lots, an Apartment Parcel and a Commercial Parcel (as described in "III. Plan"-3.2). In addition to this Declaration, the 50 single family lots commonly known as Fountain Village Estate subdivision will be subject to additional covenants, conditions and restrictions governing the Fountain Village Estate subdivision.

Now Therefore, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which shall run with the Property and shall bind all parties having or acquiring any rights, title or interest in the Property or any Lot, Lots, Parcel or part thereof, and shall inure to the benefit of each Owner.

II. DEFINITIONS

2.1 **Apartment Parcel.** The term "Apartment Parcel" shall mean the 7.55 acre parcel of real property located north of NE 103rd Street and between NE 118th Avenue and NE 120th Avenue that adjoins the Property. The Apartment Parcel is described in the attached Exhibit "A" as Parcel or Phase #2 or Apartment Parcel or site, attached hereto and incorporated by reference herein.

2.2 **Association.** The term "Association" shall mean the association formed under the Declaration.

2.3 **Commercial Parcel.** The term "Commercial Parcel" shall mean the 1.57 acre Parcel of real property located at the northwest corner of NE 103rd Street and NE 118th Avenue that adjoins the Property. The Commercial Parcel is described in the attached Exhibit "A" as Parcel or Phase #3 or Commercial Parcel or site attached hereto and incorporated by reference herein.

2.4 **Declarant.** The term "Declarant" shall mean Fountain Village LLC., and any entity that acquires Declarant status and voting rights under the provisions of paragraph 4.2(b) of this Declaration.

2.5 **Declaration.** The term "Declaration" shall mean this Declaration of Fountain Village Estate and any amendment hereto which is duly adopted pursuant to this Declaration and filed in the records of Clark County, Washington.

2.6 **Common Area.** The term "Common Area" shall mean all areas designated as common areas on any portion of the plat as shown in Exhibit "C".

2.7 **Lots.** The term "Lot" shall mean any portion or combination of the Property designated by the governing authorities as a separate legal lot or parcel for building purposes as shown in Exhibit "B".

2.8 **Owner.** The term "Owner" shall mean the record owner or owners of a fee simple interest in any Lot, including contract purchasers but excluding those holding such interest merely as a security for the performance of an obligation. The term "Owner" includes the Declarant as to any portion of the Property owned by the Declarant.

2.9 **Plat.** The term "Plat" shall mean the subdivision plat filed for record in Book _____ of Plats, at page _____; Auditor's File No. _____, records of Clark County, Washington.

2.10 **Property.** The term "Property" shall mean the parcel or parcels of Property described in Exhibit "A" attached hereto and incorporated herein by this reference.

2.11 **Sub-Declarations.** The term "Sub-Declarations" shall mean Declarations of Covenants, Conditions and Restrictions governing the 50 single family lots, Fountain Village Estate, other than this Declaration.

III. PLAN

3.1 **Incorporation by Reference.** The following documents are incorporated by reference herein: (a) Plat, and (b) Covenants and Restrictions.

3.2 **Commercial Parcel and Apartment Parcel.** Fountain Village Estate subdivision adjoins the Commercial Parcel as described in ("II. Definitions" - 2.2) commonly known as Commercial Parcel # 3 or phase # 3 and the Multi Family or Apartment Parcel as described in ("II. Definitions" - 2.7) commonly known as the Apartment site or Parcel # 2 or phase # 2 "The Fountain Village Apartments". The Commercial Parcel or site and Apartment Parcel or sites are legally described in the attached Exhibit "A" attached hereto and incorporated by reference herein.

The Commercial Parcel and Apartment Parcel will be exempt from the Fountain Village Estate subdivision Covenants and Restrictions and will not be associated or bound to this Declaration of Fountain Village Estate, (HOA) Home Owners Association and the common areas as shown in Exhibit "C".

By accepting a deed to a lot within Fountain Village Estate subdivision, a purchaser or owner of such lot within the Fountain Village Estate subdivision acknowledges all of the conditions within this paragraph 3.2, and that the owners and the Association of Fountain Village Estate subdivision, as an association, by its bylaws may not oppose any development or changes to or on the Commercial Parcel or the Apartment Parcel.

3.3 **Conveyance of Tracts** Concurrent with recording the final plat for the Property, the Declarant shall convey all Common Areas within such Property to the Fountain Village Estate Association as shown in Exhibit "C". If, at the time final plat is recorded for the Property, the Declarant owns any of the Lots within said Property, then the Declarant shall reconvey all of said Common Areas as shown in Exhibit "C" to the Association immediately upon conveyance, by the Declarant, of the last Lot within the Property. As provided in paragraph 2.3 of this Declaration, the term "Declarant" shall be deemed to refer to any entity who has acquired Declarant status and Class "B" voting rights under paragraph 4.2(b) of this Declaration.

3.3 **Use and Maintenance of Common Areas.** Common Areas may not be further divided nor used for purposes other than private parks or parkways. The Association may not convey or otherwise divest itself of fee title to any Common Areas. The Association shall maintain the Common Areas E, F & G and the southern 5 feet of Tract "D" along with the planter areas on the south side of NE 103rd St. between SR-503 (NE 117th Ave) and NE 118th Ave. and the frontage area on the east side of SR-503 (NE 117th Ave) from NE 103rd St. to the south end of the subdivision, at all times, in a visually appealing and weed-free condition and any dead or diseased vegetation shall be replaced with like vegetation as soon as reasonably

practicable. Any and all signs, equipment and improvements located within Common Areas shall be repaired or replaced as necessary, and shall be, at all times, maintained in a functional, safe and aesthetically pleasing condition. A budget for maintenance of Common Areas is included in Exhibit "D" annexed hereto. Said budget shall not be reduced to amounts less than sufficient to perform the obligations provided in this Section 3, and in no event less than provided in Exhibit "D".

See Section 5.3, for more details on the Assessments.

3.4 **Regulatory Approval.** Notwithstanding anything to the contrary contained in this Declaration, this Section III, may not be amended without written approval from the Clark County Department of Community Development, or succeeding regulatory agency. Requests for such approval shall take the form of an application for subdivision, short subdivision, plat amendment, or post decision review, as deemed appropriate by the regulatory agency.

IV. ASSOCIATION

4.1 **Formation.** The Declarant hereby declares the formation of an Association ("the Association") consisting of all Owners. Upon the sale of 100% of the lots of the Property owned by the Declarant, or at such earlier times as determined by the Declarant, the Association shall succeed to all powers, rights and responsibilities of the Declarant under this Declaration and, thereafter, any reference to Declarant shall be deemed to refer to the Association. Membership in the Association may not be transferred, pledged or alienated in any way except upon the sale of a Lot, at which time the membership and voting right shall be assigned automatically to the purchaser of such Lot.

4.2 **Voting Rights.** The Association shall be comprised of two classes of voting rights, defined as follows:

(a) **Class "A":** Each Lot shall include one (1) Class "A" voting right. After the expiration of all Class "B" voting rights, or at such time as determined by the Declarant, each Owner who has paid current all assessments against all of his or her Lots shall have the right to cast one (1) vote for each Lot owned by said Owner in all matters for which a vote is called by the Association and, except as otherwise provided in this Declaration, the Association shall be governed upon the concurrence of sixty seven percent (67%) of the Lots. The percentage or majority vote of the Owners shall be determined as a percentage or majority of the number of Lots, regardless of any common ownership thereof. In any case in which two or more persons share in the ownership of a Lot, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be joint and several, and any act or consent of one or more of such persons shall constitute the act or consent of the entire ownership interest; provided however, in the event that such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, then any such person may deliver written notice of such disagreement to the Association, and such vote or right of consent shall be disregarded completely in determining the portion or number of votes cast in the matter for which such notice is given.

(b) **Class "B":** The Declarant shall own one (1) Class "B" voting right for each Lot owned by the Declarant. Until the expiration of all Class "B" voting rights, all decisions of the Association shall be made solely by the Declarant. Each Class "B" voting right shall expire upon the conveyance of the Lot to which it attaches; provided however, the Declarant may, in Declarant's sole discretion, transfer Class "B" voting rights to any person or entity that acquires Declarant's interest in the plat. Upon any such transfer, the transferee shall be deemed the Declarant hereunder, and shall succeed to all rights and shall assume all liabilities of the Declarant pertaining to the Property, arising under this Declaration or otherwise.

4.3 **Initial Meeting/Election of Officers.** The Declarant shall set up a meeting within ninety (90) days after 100% of the Lots have been sold and, at that time, shall elect a president and secretary. The president and secretary shall serve terms of one (1) year, without compensation, but there shall be no limitation on the number of terms served. The president shall schedule and preside at all meetings of the Association unless unavailable, in which case the secretary shall perform the functions of the president. The secretary shall prepare and publish written notice of all meetings of the Association as provided in paragraph 4.6 of this Declaration, and shall prepare, preserve and maintain written or audio minutes of all actions taken by the Association as provided in paragraph 4.7 of this Declaration. The president shall deposit all funds belonging to the Association in interest bearing savings accounts or short-term certificates of deposit, and shall keep and maintain books of account detailing all receipts and expenditures of the Association, as specified in paragraph 4.7 of this Declaration. The funds of the Association shall be kept in the name of the Association and shall not be commingled with any other funds.

4.4 **Annual Meetings.** The membership of the Association shall meet each year on March 1, unless another date is agreed upon or, if such date falls upon a Sunday or holiday, upon the next business day following. Annual meetings of the Association shall be open to all Lot Owners. At each annual meeting, the president shall present a report of the financial affairs of the Association, including without limitation: (i) the balance of funds at the beginning of the prior year, (ii) all funds collected or received during the prior year, (iii) designation by depository institution, account number and ending balance, of all accounts into which said funds are deposited, (iv) all expenses and costs paid during the prior year, and (v) the balance of funds at the end of said year. At the end of each meeting, the secretary of the Association shall elect a president and secretary from amongst the Owners at hand.

4.5 **Special Meetings.** Special meetings of the Association may be called by the secretary of the Association or by a majority of 67% of the Lot Owners. If by majority of Lot Owners the secretary of the Association will be notified and a signed itemized list of Lot Owners along with lot number, address and name will be submitted. Secretary will then scheduled a date and time for the special meeting. Special meetings of the Association shall be open to all Lot Owners.

4.6 **Notice of Meetings.** Not less than fourteen (14) nor more than twenty eight (28) days in advance of any meeting, the secretary shall cause notice to be hand-delivered or sent prepaid by first class United States mail to the mailing address of each Lot Owner. The

notice of each meeting shall state the date, time and place of the meeting and the business to be placed on the agenda for a vote by the Lot Owners, including the general nature of any proposed amendment to this Declaration, and any budget or changes in previously approved budgets that result in a change in assessment obligations.

4.7 **Records of the Association.** The secretary shall keep minutes of all actions taken by the Association, including the number of votes for and against each such action. All records of the Association shall be available for examination by all Owners, holders of mortgages on the Lots, and their respective authorized agents, upon advance written notice, at reasonable times and reasonable locations within the Property. The Association shall not release the unlisted telephone number of any Owner. The Association may impose and collect a reasonable charge for copies and any reasonable costs incurred by the Association in providing access to records. The secretary shall prepare and publish financial records, on a calendar year basis, in sufficient detail to enable the Association to fully declare to the Lot Owners the true statement of its financial status. All financial and other records of the Association, including but not limited to checks, bank records, and invoices, in whatever form, are the property of the Association. The secretary shall turn over all original books and records to the Association immediately upon termination of office.

V. ASSESSMENTS

5.1 **General Assessments.** General assessments shall be used exclusively for the purpose of promoting the value and desirability of the Property for the mutual benefit of all Owners. Such assessments shall be expended by the Association for: (i) the maintenance of Common Areas, common personal property, equipment, supplies, postage, stationary, office supplies and fixtures, (ii) payment of premiums on comprehensive general public liability insurance covering the Declarant and all persons who now or hereafter own Lots, against all claims for personal injury, death and property damage occurring in, upon or about common areas, with coverage of not less than One Million Dollars (\$1,000,000.00) per occurrence, and (iii) the enforcement of this Declaration. There shall be no expenditure of funds belonging to the Association except: (a) as provided in section V, or (b) upon written attestation that the secretary has obtained concurrence of sixty seven percent (67%) of the Lots within the Association.

5.2 **Special Assessments.** In addition to general assessments, special assessments may be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repairs and equipment purchased or rented as necessary for the common benefit of the Owners. Special assessments shall be levied only upon written attestation that the secretary has obtained concurrence of sixty seven percent (67%) of the Lots within the Association.

5.3 **Rate of Assessments.** The Association shall assess and collect assessments from each Lot Owner as provided in Section V. The obligation to pay assessments on any Lot shall commence upon the first sale of said Lot to any person or entity other than the Declarant. Initial assessments shall be as provided in Exhibit "D" annexed hereto. Prior to the initial meeting of the Association, as provided in paragraph 4.3 of this Declaration, assessments shall

be paid directly to the Declarant at the address provided in paragraph 6.8. Assessments of the Association shall be uniform upon and among all Lots within the Association. On or before March 10 each year, the secretary of the Association shall provide written notice to the Lot Owners specifying the amount of assessments of the Association upon each Lot for the following calendar year (referred to herein as ("Assessment Notices"). On or before the tenth (10th) day of each calendar quarter, the secretary shall remit to the Association the amount of quarterly assessments specified in Assessment Notices which have been collected as of said date, together with a list of delinquent Owners and Lot numbers. Delinquent assessments shall be remitted to the Secretary of the Association within ten (10) days after receipt by the Association. Assessments of the Association may be increased only upon written attestation that the secretary has obtained concurrence of sixty seven percent (67%) of the lots within the Association.

VI. GENERAL PROVISIONS

6.1 **Binding Effect.** All present and future Owners, and occupants of Lots and residences constructed thereon, shall be subject to, and shall comply with, the provisions of this Declaration. The acceptance of a deed or conveyance, or the entering into occupancy of any Lot or residence constructed thereon, shall constitute acceptance and ratification of the provisions of this Declaration by such Owner or occupant, as covenants running with the land, and shall bind any person having an interest or estate in such Lot or residence, as though such provisions were recited and stipulated at length in each and every deed, conveyance and lease of said Lot or residence.

6.2 **Enforcement.** The Association shall have the full power and authority, but not the obligation, to prosecute any proceedings at law or equity to prevent any violation of this Declaration, or to recover damages sustained by reason of thereof, or both. No such proceedings shall be instituted until the violation has continued for at least thirty (30) days after written demand for compliance is made, specifying in detail the nature of the violation or attempted violation. Failure to enforce any covenant or restriction contained herein shall not be deemed a waiver of said covenant or restriction.

6.3 **Limitation of Liability.** Neither the Declarant, nor any agent or employee of Declarant, shall be liable to any Owner on account of any act or failure to act in performing Declarant's obligations or pursuing Declarant's rights hereunder.

6.4 **Indemnification.** The Association shall indemnify and defend the Declarant, president and the secretary of the Association from and against any and all liabilities, costs, demands, proceedings, damages, claims, judgments, deficiencies, attorney fees and cost resulting from their activities on behalf of the Association done in good faith, and within what they reasonably believed to be the scope of their power and authority, including, without limitation, such liabilities resulting from any error of judgment, acts or omissions, unless caused by willful or reckless misconduct.

6.5 **Duration and Amendment.** The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date upon

which this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may not be amended except upon written attestation that the secretary has obtained concurrence of sixty seven percent (67%) of the Lots within the Association. No amendment of this Declaration shall be effective until filed for record with the Clark County Recorder.

6.6 **Attorney Fees.** Should any suit or action be instituted by the Association to enforce any of the reservations, conditions, agreements, covenants and restrictions contained herein, or to restrain any violation thereof, the substantially losing party shall reimburse the substantially prevailing party for all costs and reasonable attorney fees incurred in connection therewith, including any appeal.

6.7 **Severability.** Should any provision of this Declaration be unenforceable or illegal, the remainder shall be enforced according to its terms.

6.8 **Notices.** Any notice required or permitted by this Declaration shall be in writing and shall be deemed to have been properly given when: (i) actually received or personally served, (ii) twenty four (24) hours after deposit with Federal Express or equivalent overnight delivery service, postage fully prepaid, or (iii) forty eight (48) hours after deposit in the United States mail, postage fully prepaid, registered or certified mail, return receipt requested: addressed as provided in the records of the County assessor for mailing tax invoices to the Owner being notified; and addressed to the Declarant as follows:

Fountain Village LLC
13511 SE Rivercrest Dr.
Vancouver, WA 98683

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first above written.

DECLARANT:
Fountain Village LLC

By: 

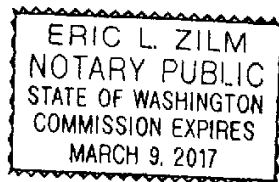
William A. Maitland (Managing Member)

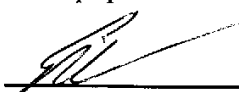
STATE OF WASHINGTON
COUNTY OF Clark

} ss

I certify that I know or have satisfactory evidence that William A. Mairland
[is/are] the person[s] who appeared before me, and said person[s] acknowledged that [* he/she/they]
signed this instrument, on oath stated that [* he/she/they] authorized to execute the instrument and
acknowledged it as the Managing Member of Fountain Village LLC
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 6/24/15




Notary Public in and for the State of Washington
Residing at Clark County
My appointment expires: 3/9/17

**Covenants and Restrictions
For
Fountain Village Estate**

The owners of the lots or tracts described herein, do hereby certify and declare that the following covenants and restrictions shall become and hereby are made part of each and all conveyances of property within Fountain Village Estate as per the plat which has been recorded in Book _____, Page _____, Auditor's File No. _____, records of Clark County, Washington.

1. At such time that the Developer or their successor in interest has sold 100% of the lots within the Fountain Village Estate subdivision and after the turn over to the HOA, then in the event that it appears to the advantage of this platted subdivision that these restrictions should be modified, then and in that event, any modification desired may be made by affirmative vote of 80% of the then owners of lots or tracts within this subdivision and evidence by suitable instrument filled for public record; or if such event occurs during the development period and until the such modification or waiver of non-conformity may be evidenced by special permission granted in writing by the primary Developer or their successors in interest.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed two stories, in height, and a private garage for not less than two (2) cars. However, the foregoing provisions shall not be interpreted to exclude construction of a private greenhouse, garden shed, private swimming pool, or shelter facilities, or port for the protection of such swimming pool, or other recreational facilities, or for the storage of a boat and /or a camping trailer kept for personal use, provided the location of such structures are in conformity with the applicable municipal regulations and located behind the front set backs of the dwelling, and are compatible in design and decoration with the dwelling constructed on such lot.
3. The total livable floor area of the dwelling structure shall not be less than 1,300 square feet for a one-story dwelling. One and one half-story, two-story, and split-entry dwelling structures shall consist of not less than 1,500 square feet of living area. Open or screened porches and attached or detached garages are not considered living area.

4. All roofing materials shall be equal to or better than textured asphalt shingles of a minimum quality of 30-year material 235 pounds per square. Fiberglass or asphalt shingles shall be of architectural style or decorative shingle and of natural color approved by the Developer or their successors in interest.
5. Exteriors of all dwelling and undetached buildings shall be of double-wall construction on all walls. The material used shall be brick, vinyl, concrete or other "lap" type siding material.
6. All dwelling and undetached building colors shall be of natural tones and must be approved by the Developer or their successors in interest.
7. All fencing shall be in a style of a "good-neighbor" type of fence and conform to city standards regarding height and placement. Fence materials will be of stained or painted wood of natural color same as dwelling with galvanized steel post set in concrete. Chain link fence will be allowed only around any common area facilities, County or City easements or facilities, detention ponds, swales and areas that may contain dangerous items such as power lines and transformers.
8. No noxious or offensive activities, of any kind, shall be carried on upon any lot, nor shall any thing be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. There shall be permitted, during the course of construction and selling of homes, a temporary sales office, mobile or otherwise, as long as it is needed, but in no case longer than two years from date of recording of plat.
10. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet, advertising the property or home for sale, or signs used by a builder to advertise the property during the construction and sales period. An appropriate entrance marker is excepted here from.
11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot other than usual small household pets. They may be kept, provided that they are not kept, bred, or maintained for any commercial purpose, and provided that they are not permitted to cause damage, constitute a nuisance, or run at large in the neighborhood.
12. No house trailers, campers, boats, RVs, trailers of any type or kind or any items similar shall be stored or parked in the front yard or driveway portion of any lot; such storage area must be behind the front building line of the dwelling and screened from the street by a sight-obscuring acceptable fence.
13. No building shall be erected, placed, or altered on any lot until the construction plans and specifications, and plans showing the location of the structure have been approved by the City or

County. Developer or their successors in interest will approve the plans, quality of workmanship, materials, harmony of external design to existing structures, location with respect to topography and finish grade elevations. No fences or walls shall be erected, placed or altered on any lot nearer to any street than the building setback line, unless approved.

Any outbuildings or other structures of any kind built or placed on the lot, for whatever reason, will have an exterior finish equal to the approved plans and/or dwelling.

14. Trees, shrubs, and landscaping of any kind will be kept neat and orderly and trimmed at all times. The entire lot will be landscaped.

If Clark County has a tree ordinance that requires that "Fountain Village Estate" must have "street trees" planted within the front and/or side right-of-way of each lot, the builder or owner will install the trees prior to occupying the home per the requirements of the County.

All such trees should be approved for location and type by Clark County prior to planting.

The trees will be planted and protected from any type of damage. These trees will be planted prior to obtaining occupancy certificate from the Clark County Building Department.

All landscaping will be completed within the first three (3) months after occupancy, weather permitting, but under no circumstances more than six (6) months from occupancy. Failure to comply will allow the Developer or their successors to have the landscaping professionally done and bill the lot owner for all costs.

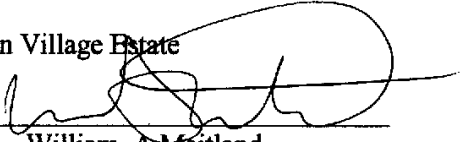
15. There will be no outdoor overhead wires or service drops for the distribution of electricity, or any other type of services. All owners of lots or tracts within this subdivision, their heirs, successors, and/or assigns shall use underground service wires to connect their home and/or out building or structures built thereafter to underground utilities.

One small out of view television antenna is allowed but no CB, short wave, satellite dish (except for 1 satellite dishes that is less than 24" in diameter) or external antenna of any type will be allowed.

16. The failure on the part of any of said parties affected by these restrictions, at any time to enforce any of the provisions herein shall in no event be deemed a waiver thereof, or of any existing violations thereof, nor shall the invalidation of any of said agreements and covenants by judgment of court order affect any of the other provisions hereof, which shall remain in full force and effect. Should any suit or action be instituted by any of said parties to enforce any of said conditions, agreements and covenants, or to restrain the violation of any thereof, after demand for compliance therewith or for the cessation of such violation, and failure to comply with such demand, then and in either of said events and whether such suit of action shall be entitled to recover from the defendants therein such suit or action, in addition to statutory costs, attorneys fees and disbursements.

Fountain Village Estate

By:


William. A Maitland
(Managing Member)

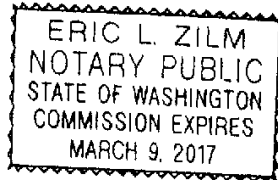
6-24-15
Date

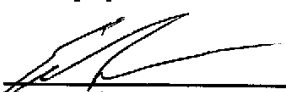
STATE OF WASHINGTON
COUNTY OF Clark

} ss

I certify that I know or have satisfactory evidence that William A Maitland
(is/are) the person[s] who appeared before me, and said person[s] acknowledged that [~~he~~/she/they]
signed this instrument, on oath stated that [~~he~~/she/they] authorized to execute the instrument and
acknowledged it as the Managing Member of Fountain Village LLC
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 6/24/15




Notary Public in and for the State of Washington
Residing at Clark County
My appointment expires: 3/9/17

**Declaration of Developer Covenants to Clark County
For
Fountain Village Estates**

THIS DECLARATION OF DEVELOPER COVENANTS TO CLARK COUNTY (hereinafter "DCCC") is made this 3rd day of August, 2015, by Fountain Village LLC

A covenant to CLARK COUNTY, State of Washington, (hereinafter "County"), required with the development known as Fountain Village Estates of certain real property, as more particularly described in Exhibit "A", (hereinafter "Site"), whereby the developer of said real property, on behalf of themselves and all their heirs, assigns and successors-in-interest into whose ownership the property may pass, covenant the following conditions:

1. Critical Aquifer Recharge Areas - "The dumping of chemicals into the groundwater **is prohibited** and the use of excessive fertilizers and pesticides shall be avoided. Homeowners are encouraged to contact the State Wellhead Protection program at (206) 586-9041 or the Washington State Department of Ecology at 800-RECYCLE for more information on groundwater /drinking supply protection."
2. Erosion Control - "Building Permits for lots on the plat shall comply with the approved erosion control plan on file with Clark County Building Department and put in place prior to construction."
3. Private Road Maintenance Covenant: A private road maintenance covenant shall be submitted to the responsible official for approval and recorded with the County Auditor. The covenant shall set out the terms and conditions of responsibility for maintenance, maintenance methods, standards, distribution of expenses, remedies for noncompliance with the terms of the agreement, right of use easements and other considerations, as required under 40.350.030©(4)(g).
4. Private Roads: "Clark County has no responsibility to improve or maintain the private roads contained within or private roads providing access to the property described in this development. Any private access street shall remain a private street unless it is upgraded to meet **applicable current road standards** at the expense of the developer or abutting lot owners to include hard surface paving and is accepted by the county for public ownership and maintenance."
5. Land Near Agricultural, Forest or Mineral Resources: Land owners and residents are hereby notified that this plat is located within 500 feet of lands zoned agriculture-wildlife (AG-WL), agriculture (AG-20), forest (FR-40, FR-80), or surface mining (S), or in current use under Revised Code of Washington (RCW) Chapter 84.34. Therefore, the subject property is within or near designated agricultural land, forest land or mineral resource land (as applicable) on which a variety of commercial activities may occur that are not compatible with residential development for certain periods of limited duration. Potential discomforts or inconveniences may include, but are not limited to: noise, odors, fumes, dust, smoke, insects, operation of machinery (including aircraft) during any twenty-four (24) hour period, storage;
6. Impact Fees: See the Face of the Plat
7. Responsibility for Stormwater Facility Maintenance:

"For stormwater facilities for which the county will not provide long-term maintenance, the developer shall make arrangements with the existing or future (as appropriate) occupants or owners of the subject property for assumption of maintenance to the county's Stormwater Facilities

Maintenance Manual as adopted by Chapter 13.26A. The responsible official prior to county approval of the final stormwater plan shall approve such arrangements. Final plats shall specify the party(s) responsible for long-term maintenance of stormwater facilities within the Developer Covenants to Clark County. The county may inspect privately maintained facilities for compliance with the requirements of this chapter. If the parties responsible for long-term maintenance fail to maintain their facilities to acceptable standards, the county shall issue a written notice specifying required actions to be taken in order to bring the facilities into compliance. If these actions are not performed in a timely manner, the county shall take enforcement action and recover from parties responsible for the maintenance in accordance with CCC 32.04 .060."

8. Archaeology:

"If any cultural resources are discovered in the course of undertaking the development activity, the Office of Archaeology and Historic Preservation in Olympia and Clark County Community Development shall be notified. Failure to comply with these State requirements may constitute a Class C Felony, subject to imprisonment and/or fines."

Modification of Developer Covenants to Clark County

This covenant is executed in conjunction with the approval of the development described above. Under no circumstances shall these covenants be modified unless approved consistent with Clark County Code 40.540.120, "Alteration and Vacation of Final Plats."

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year indicated below.

Dated this 3rd day of August, 2015

APPROVED AS TO FORM ONLY:

Clark County, Washington


ANTHONY F. GOLIK

Prosecuting Attorney

By: 

Chris Horne

Civil Deputy Prosecuting Attorney

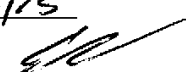
By 
Fountain Village LLC
William A. Maitland (Managing Member)

STATE OF WASHINGTON)

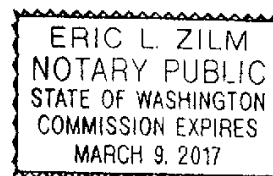
: SS

COUNTY OF CLARK)

I hereby certify that I know or have satisfactory evidence that William A. Maitland signed
this instrument and acknowledged it to Be His ^{The Managing Member of Fountain Village LLC} free and voluntary act for the uses and purposes
mentioned in the instrument.

Dated: 8/6/15


Notary Public for: Clark County
Commission Expires: 3/9/17



CERTIFICATION FOR PLATTING

To: Clark County
Clark County, Washington

Dear Sirs:

We, the undersigned, hereby certify that the legal descriptions contained herein are correct.
We also certify that the following comprises all necessary parties signatory hereto:

Fountain Village LLC, a Washington Limited Liability Company
Riverview Community Bank

This is to certify that in connection with the recordation of the plat and dedication of

FOUNTAIN VILLAGE ESTATES A SUBDIVISION

This certificate does not purport to reflect a full report on condition of title nor nature and extent of interest vested in each of the parties enumerated above, and shall have no force and effect except in fulfilling the purpose for which it was requested.

Dated 10/6/15

CASCADE TITLE COMPANY OF CLARK COUNTY, INC.



Eric Zilm, Cascade Title Company

Order No.: 00239441



DOUG LASHER
Clark County Treasurer

PO BOX 5000, Vancouver, Washington 98666-5000
Telephone (360) 397-2252, Fax (360) 397-6042 Web: www.clark.wa.gov/treas

Advance Taxes Collected
Plat Certification Letter

DATE: August 27, 2015

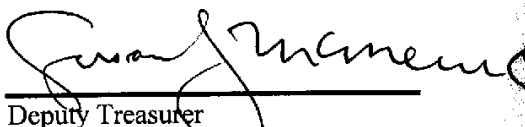
TO WHOM IT MAY CONCERN:

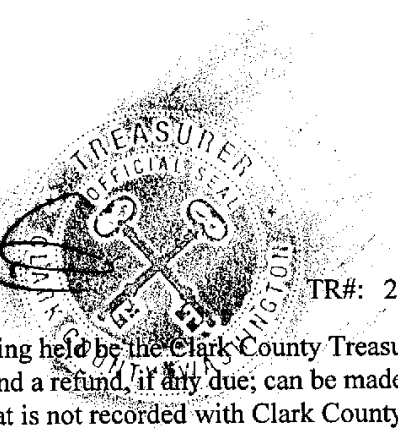
This is to certify that the 2016 ADVANCE Real Property tax in the amount of \$17,872.92 has been paid. We further certify that the current and all prior years taxes and all special assessments have been paid in full on the property described as follows:

Account Nbr(s)	1st Line Legal(s)
1) 200076000	#18 SEC 34 T3NR2EWM TO BE FOUNTAIN VIEW

Platted As: FOUNTAIN VILLAGE ESTATES

Platted By: FOUNTAIN VILLAGE LLC
13511 SE RIVERCREST DR
VANCOUVER WA 98683


Deputy Treasurer



TR#: 2499195

The original copy of the treasurer's receipt is being held by the Clark County Treasurer, until such time as the current receipt can be issued, and a refund, if any due; can be made. This certification is not valid for 2015 taxes if the plat is not recorded with Clark County Auditor by May 31st of this year, the 2016 Advanced taxes must be paid in order to record this plat.